

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Ms. Sandra L. Cullum

22 CV 09700

Ms. Deirdre Saleh

Write the full name of each plaintiff.

____ CV ____
(Include case number if one has been assigned)

-against-

Wyndham Hotels & Resorts Corp.

COMPLAINT

& Wyndham Destinations Inc.: Mr. Geoffrey A. Ballotti,
Wyndham Hotels (WH) & Resorts, Inc. & Ms. Elisabeth Gale

Do you want a jury trial?

☒ Yes ☐ No

dba Wyndham Corporate Office & Headquarters,

Broadridge Corporate Issuer Solutions

Write the full name of each defendant. If you need more space, please write "see attached" in the space above and attach an additional sheet of paper with the full list of names. The names listed above must be identical to those contained in Section II.

RECEIVED
SDNY PRO SE OFFICE
2022 NOV 14 PM 4:32

NOTICE

The public can access electronic court files. For privacy and security reasons, papers filed with the court should therefore *not* contain: an individual's full social security number or full birth date; the full name of a person known to be a minor; or a complete financial account number. A filing may include *only*: the last four digits of a social security number; the year of an individual's birth; a minor's initials; and the last four digits of a financial account number. See Federal Rule of Civil Procedure 5.2.

I. BASIS FOR JURISDICTION

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation, and the amount in controversy is more than \$75,000, is a diversity case. In a diversity case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal-court jurisdiction in your case?

☒ **Federal Question**

☐ **Diversity of Citizenship**

A. If you checked Federal Question

Which of your federal constitutional or federal statutory rights have been violated?

- Codes:195, 196, 370, 371, 380, 385 & 446 -Violation of TILA, U.S.C. § 1635(f),1640, Reg. Z, 12 C.F.R. § 226.15(a)(3), 225.23(a)(3) & 226.23, -15 U.S.C. § 1611 (Criminal liability for willful & knowing violation); §1640 (Civil liability), Consumers Damage §1640;

- Failure to support the invoked Consumer Rights of Rescission 15 U.S.C. § 1635 & failure to document property of a purchase

- US § 1026.15 Right of Rescission. N.Y. Penal Law § 260.32. N.Y. Penal Law § 260.34. N.Y Penal Law (§349-350-e).; §155.30(4)

- N.Y. Penal Law Gen. Bus. §350.; Statute of Frauds GOB § 5-703.; N.Y Penal Law § 70.; New York Penal Law §165.15, §165.17

B. If you checked Diversity of Citizenship**1. Citizenship of the parties**

Of what State is each party a citizen?

The plaintiff, Ms. Sandra L. Cullum, is a citizen of the State of
(Plaintiff's name)

New York

(State in which the person resides and intends to remain.)

or, if not lawfully admitted for permanent residence in the United States, a citizen or subject of the foreign state of

If more than one plaintiff is named in the complaint, attach additional pages providing information for each additional plaintiff.

If the defendant is an individual:

The defendant, Mr. Geoffrey A. Ballotti, Wyndham Hotels & Resorts Inc, is a citizen of the State of
(Defendant's name)

New Jersey

or, if not lawfully admitted for permanent residence in the United States, a citizen or subject of the foreign state of

If the defendant is a corporation:

The defendant, Wyndham Hotels & Resorts Corp. & Wyndham Destinations, Inc.:, is incorporated under the laws of
the State of **New York**

and has its principal place of business in the State of **New Jersey**

or is incorporated under the laws of (foreign state) _____

and has its principal place of business in **New Jersey**

If more than one defendant is named in the complaint, attach additional pages providing information for each additional defendant.

II. PARTIES

A. Plaintiff Information

Provide the following information for each plaintiff named in the complaint. Attach additional pages if needed.

Sandra	L.	Cullum
First Name	Middle Initial	Last Name
2770 West 5th Ave. Apt. 7A		
Street Address		
Brooklyn	New York	11224
County, City	State	Zip Code
646-229-5032	sbrwnsugah@aol.com	
Telephone Number	Email Address (if available)	

B. Defendant Information

To the best of your ability, provide addresses where each defendant may be served. If the correct information is not provided, it could delay or prevent service of the complaint on the defendant. Make sure that the defendants listed below are the same as those listed in the caption. Attach additional pages if needed.

Defendant 1:	<table border="0"> <tr> <td style="border-bottom: 1px solid black; padding-bottom: 5px;">Mr. Geoffrey A.</td> <td style="border-bottom: 1px solid black; padding-bottom: 5px;">Ballotti</td> </tr> <tr> <td style="padding: 2px 5px;">First Name</td> <td style="padding: 2px 5px;">Last Name</td> </tr> <tr> <td colspan="2" style="border-bottom: 1px solid black; padding-bottom: 5px;">President & CEO Wyndham Hotels & Resorts Corp.</td> </tr> <tr> <td colspan="2" style="padding: 2px 5px;">Current Job Title (or other identifying information)</td> </tr> <tr> <td colspan="2" style="border-bottom: 1px solid black; padding-bottom: 5px;">22 Sylvan Way</td> </tr> <tr> <td colspan="2" style="padding: 2px 5px;">Current Work Address (or other address where defendant may be served)</td> </tr> <tr> <td style="padding: 2px 5px;">Parsippany</td> <td style="padding: 2px 5px;">NJ</td> <td style="padding: 2px 5px;">07054</td> </tr> <tr> <td style="padding: 2px 5px;">County, City</td> <td style="padding: 2px 5px;">State</td> <td style="padding: 2px 5px;">Zip Code</td> </tr> </table>	Mr. Geoffrey A.	Ballotti	First Name	Last Name	President & CEO Wyndham Hotels & Resorts Corp.		Current Job Title (or other identifying information)		22 Sylvan Way		Current Work Address (or other address where defendant may be served)		Parsippany	NJ	07054	County, City	State	Zip Code																											
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Defendant 3:	<table border="0"> <tr> <td colspan="3" style="border-bottom: 1px solid black; padding-bottom: 5px;">Wyndham Destinations</td> </tr> <tr> <td colspan="3" style="padding: 2px 5px;">First Name</td> <td colspan="3" style="padding: 2px 5px;">Last Name</td> </tr> <tr> <td colspan="6" style="border-bottom: 1px solid black; padding-bottom: 5px;">Wyndham Destinations Company Entity of WH</td> </tr> <tr> <td colspan="6" style="padding: 2px 5px;">Current Job Title (or other identifying information)</td> </tr> <tr> <td colspan="6" style="border-bottom: 1px solid black; padding-bottom: 5px;">6277 Sea Harbor Drive</td> </tr> <tr> <td colspan="6" style="padding: 2px 5px;">Current Work Address (or other address where defendant may be served)</td> </tr> <tr> <td colspan="2" style="padding: 2px 5px;">Orlando</td> <td colspan="2" style="padding: 2px 5px;">Florida</td> <td colspan="2" style="padding: 2px 5px;">31821</td> </tr> <tr> <td colspan="2" style="padding: 2px 5px;">County, City</td> <td colspan="2" style="padding: 2px 5px;">State</td> <td colspan="2" style="padding: 2px 5px;">Zip Code</td> </tr> </table>	Wyndham Destinations			First Name			Last Name			Wyndham Destinations Company Entity of WH						Current Job Title (or other identifying information)						6277 Sea Harbor Drive						Current Work Address (or other address where defendant may be served)						Orlando		Florida		31821		County, City		State		Zip Code	
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County, City		State		Zip Code																																										

Defendant 4:	Broadridge Corporate Issuer Solutions		
	First Name	Last Name	
	Agent: Assigned		
	Current Job Title (or other identifying information)		
	PO Box 1342		
	Current Work Address (or other address where defendant may be served)		
	Brentwood,	New York	11717
	County, City	State	Zip Code

III. STATEMENT OF CLAIM

Place(s) of occurrence: NY (Business Comms), FL (WH Resort Property), NJ WH Business (Product & negligence liability)

Date(s) of occurrence: 1/19/2019 Issue to Present

FACTS:

State here briefly the FACTS that support your case. Describe what happened, how you were harmed, and what each defendant personally did or failed to do that harmed you. Attach additional pages if needed.

See attached Addendum: A1

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

INJURIES:

If you were injured as a result of these actions, describe your injuries and what medical treatment, if any, you required and received.

Medical Stress, Back Neck and Mental Depression, along with arthritis and pain in body. Body to include, and suppression of entire body with and a major weakening of the aorta; The aorta is damaged main largest artery in the human body, originating from the left ventricle of the heart and extending down to the abdomen, where it splits into two smaller arteries. The aorta distributes oxygenated blood to all parts of the body system.

IV. RELIEF

State briefly what money damages or other relief you want the court to order.

Individual Lawsuit Action – Established by Plaintiff alleging failure to Perform in the following actions Negligence, \$376,000.00 Individual (Judgement Compensatory, Injury, Pain & Suffering of Financial Losses)

- Class Action Lawsuit – Against SM Corporation: Defendant \$15.4 Billion Dollars at = 500K Consumers at \$30,000 minimum paid for timeshares they cant use =
- Relief of their Timeshares who hadn't been paid back & are dissolved of amounts of money they paid funds into a fraudulent scheme to defraud elderly citizens as citizens has a right to be refunded all payments, repaid and damages awarded of \$30K per person also.
- Requesting: Default Judgment, Summary Judgment, & also Judgment on the pleadings.

V. PLAINTIFF'S CERTIFICATION AND WARNINGS

By signing below, I certify to the best of my knowledge, information, and belief that: (1) the complaint is not being presented for an improper purpose (such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation); (2) the claims are supported by existing law or by a nonfrivolous argument to change existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Federal Rule of Civil Procedure 11.

I agree to notify the Clerk's Office in writing of any changes to my mailing address. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Each Plaintiff must sign and date the complaint. Attach additional pages if necessary. If seeking to proceed without prepayment of fees, each plaintiff must also submit an IFP application.

3 June 2022

Dated

Sandra

L.

Sandra Cullum

Plaintiff's Signature

Cullum

First Name

Middle Initial

Last Name

2770 W. 5th Apt 7A

Street Address

Brooklyn

New York

11224

County, City

State

Zip Code

646-229-5032

sbrwnsugah@aol.com

Telephone Number

Email Address (if available)

I have read the Pro Se (Nonprisoner) Consent to Receive Documents Electronically:

☒ Yes ☐ No

If you do consent to receive documents electronically, submit the completed form with your complaint. If you do not consent, please do not attach the form.



United States District Court
Southern District of New York

Pro Se (Nonprisoner) Consent to Receive Documents Electronically

Parties who are not represented by an attorney and are not currently incarcerated may choose to receive documents in their cases electronically (by e-mail) instead of by regular mail. Receiving documents by regular mail is still an option, but if you would rather receive them only electronically, you must do the following:

1. Sign up for a PACER login and password by contacting PACER¹ at www.pacer.uscourts.gov or 1-800-676-6856;
2. Complete and sign this form.

If you consent to receive documents electronically, you will receive a Notice of Electronic Filing by e-mail each time a document is filed in your case. After receiving the notice, you are permitted one "free look" at the document by clicking on the hyperlinked document number in the e-mail.² Once you click the hyperlink and access the document, you may not be able to access the document for free again. After 15 days, the hyperlink will no longer provide free access. Any time that the hyperlink is accessed after the first "free look" or the 15 days, you will be asked for a PACER login and may be charged to view the document. For this reason, *you should print or save the document during the "free look" to avoid future charges.*

IMPORTANT NOTICE

Under Rule 5 of the Federal Rules of Civil Procedure, Local Civil Rule 5.2, and the Court's Electronic Case Filing Rules & Instructions, documents may be served by electronic means. If you register for electronic service:

1. You will no longer receive documents in the mail;
2. If you do not view and download your documents during your "free look" and within 15 days of when the court sends the e-mail notice, you will be charged for looking at the documents;
3. This service does *not* allow you to electronically file your documents;
4. It will be your duty to regularly review the docket sheet of the case.³

¹ Public Access to Court Electronic Records (PACER) (www.pacer.uscourts.gov) is an electronic public access service that allows users to obtain case and docket information from federal appellate, district, and bankruptcy courts, and the PACER Case Locator over the internet.

² You must review the Court's actual order, decree, or judgment and not rely on the description in the email notice alone. See ECF Rule 4.3

³ The docket sheet is the official record of all filings in a case. You can view the docket sheet, including images of electronically filed documents, using PACER or you can use one of the public access computers available in the Clerk's Office at the Court.

From: Plaintiff's

- Parties A. | Ms. Sandra L. Cullum (Mother), 2770 West 5th Ave Apt. 7A. Brooklyn, NY 11224 Tel#646-229-5032 Email: sbrwnsugah@aol.com
- Party B. | Mrs. Deirdre Saleh, 2675 W 36Th St., Brooklyn, NY 11224, Tel#: 347-244-2753, Email: deedee403@gmail.com

To: Pro Se Intake Office NY US District Court - SD, 500 Pearl St, New York, NY 10007

Subject: Formal Request for an Addition to Add a Party to the Initial - Lawsuit

Dear NY, Federal Court Pro Se Intake Office,

Please accept the following info to be added to the Additional Plaintiff Individual Add On to Complaint: See below, as the parties are Mother & Daughter.

- **Plaintiff Parties A.** |
 - Ms. Sandra L. Cullum (Mother), 2770 West 5th Ave Apt. 7A. Brooklyn, NY 11224 Tel#646-229-5032
 - Noted on Initial Complaint Form
- **Plaintiff Parties B.** |
 - Mrs. Deirdre Saleh, 2675 W 36Th St., Brooklyn, NY 11224, Tel#: 347-244-2753
 - Addee to be added to the existing Initial Complaint Form

Thank you in advance in the action to add the additional party to the lawsuit as noted.

Plaintiff Party A Signed: Sandra Cullum

Plaintiff Party B Signed: Deirdre Saleh

Plaintiff Member Information:

- **Key Dates:** 10/29/2021 issue
- **Plaintiff Parties A.** | Ms. Sandra L. Cullum (Mother), 2770 West 5th Ave Apt. 7A. Brooklyn, NY 11224 Tel#646-229-5032
 - Violation of TILA, U.S.C. § 1635(f) ,1640, Reg. Z, 12 C.F.R. § 226.15(a)(3), 225.23(a)(3) and 226.23
 - 15 U.S.C. § 1611 (Criminal liability for willful & knowing violation); § 1640 (Civil liability), Consumers damages § 1640.
 - Failure to support the invoked Consumer Rights of Rescission 15 U.S.C. § 1635 & Failure to document non-surveyed property
 - Victim - Wrongful Fraud of Deceptive & Manipulative Trade/Business Practices
 - Wrongful Time Share Assignment timeshare visit temporary /provisional hold of credit card payments and monetary allocation of deceptive payments delivered.
 - Used high-pressure sales tactics to pressure you into buying
 - Misrepresented what you would receive as part of the ownership
 - Who stated & told clients the timeshare is an investment opportunity, it's actually a bottomless money pit, and completely misrepresented the need for respect, clarity, & honesty, yet not caring about the fraudulent & deceitful misrepresentation it posed to hurt consumers
 - Did not fully disclose the cost of maintenance fees and special assessment fees
 - Did not thoroughly discuss financing terms
 - Did not disclose your right of rescission
- **Plaintiff Parties B.** | Deirdre Saleh, 2675 W 36Th St., Brooklyn, NY 11224, Tel#: 347-244-2753
 - Victim - Wrongful Time Share Assignment & Timeshare visit temporary /provisional hold of credit card payments and monetary allocation of deceptive payments delivered.
 - Wrongful Fraud of Deceptive & Manipulative trade/Business Practices because the family already had a time that was misrepresented.
 - Used high-pressure sales tactics to pressure you into buying
 - Misrepresented what you would receive as part of the ownership
 - WH, stated & told consumers who are paying for that the timeshare this information presented is a is an investment opportunity
 - Did not fully disclose the cost of maintenance fees and/or special assessment fees
 - Did not thoroughly discuss financing terms
 - Did not disclose your right of rescission
 - Payments: \$334.18 x 6= \$2,005.08 Discuss the #3K Funds requested back

Vs.

Defendant Info:

- **Defendant:** Wyndham Hotels & Resorts Corporation & Wyndham Destinations, Inc.:

Wyndham Hotels (W.H.) & Resorts, Inc.

D.B.A.

Wyndham Corporate Office & Headquarters,

Attn: Mr. Geoffrey A. Ballotti, President & Chief Exec. Officer

Wyndham Hotels & Resorts Corporation

22 Sylvan Way

Parsippany, NJ 07054

973-753-6000

Wyndham Destinations & Ms. Elisabeth Gale

6277 Sea Harbor Drive

Orlando, FL 31821

Elisabeth.Gale@wyn.com

Office: 800 251 8736

Fax: 407 626 6328

Agent: Broadridge Corporate Issuer Solutions

Broadridge Corporate Issuer Solutions

P.O. Box 1342

Brentwood, NY 11717

T: 877-456-5394

F: 215-553-5402

Corporate Profile Info: Site Survey Analysis Completed

- **General Info:** Wyndham Hotel Group operates more than 6,550 hotels throughout the world. It maintains owned and operated hotels under various brand names, such as Wyndham, Ramada, Days Inn, Super 8, Baymont Inn, Howard Johnson, Travelodge, Knights Inn, and AmeriHost. Its hotels and resorts provide a range of accommodation services. The hotels maintain several guest rooms that feature various amenities. Wyndham Hotel Group offers franchising options and provides property management services. Its hotels operate spas, casinos, swimming pools, and exercise facilities and offer Internet access services. The hotels provide dining options and a variety of food items. The hotel group offers online reservation services. Wyndham Hotel Group is a part of Wyndham Worldwide Corporation.

Email: ccspecial@wyndham.com

Extra Phones:

Phone: (973) 753-8800

Phone: (973) 496-7999

Phone: (973) 753-7970

Phone: (973) 753-6600

Toll-Free: (800) 467-3529

Toll-Free: (800) 407-9832

Toll-Free: (888) 675-3379

Services/Products:

Hotels

Brands:

vacation rentals

Location

Mack-Cali Business Campus

AKA: Wyndham Hotel W.H. Corp.

Wyndham Hotel Group (WHG)

Wyndham Vacation Rentals North America, L.L.C.

Wyndham Vacation Rentals North America

Wingate by Wyndham

Wyndham Hotels & Resorts, Inc

Wyndham Hotels & Resorts

Wyndham Worldwide Corporate

Other Links:

<http://www.wingateinns.com>

<https://www.wyndhamvacationrentals.com>

<https://corporate.wyndhamhotels.com>

<http://www.wyndham.com>

Other Email

Email Business: lisa.belyea@wyndham.com

Categories

Hotels, Bed & Breakfast & Inns, Lodging

Legal Law Violations: Justification of without Legal Lawsuit Consideration that led to Negligence and Dereliction of Ethics & Contract Fraud: The elements of this cause of action for Fraud in New York & Federal Jurisdiction Laws are as follows:

- a.) Federal Codes: Support the Initial Cover Complaint - 95, 196, 370, 371, 380, 385 & 446
- b.) Violation of TILA, U.S.C. § 1635(f), 1640, Reg. Z, 12 C.F.R. § 226.15(a)(3), 225.23(a)(3) and 226.23 & 15 U.S.C. § 1611 (Criminal liability for willful & knowing violation); § 1640 (Civil liability), Consumers damages § 1640
- c.) Failure to support the invoked Consumer Rights of Rescission 15 U.S.C. § 1635 & Failure to document non-surveyed property, which never exists for consumers because it's never available when parties genuinely want to use the services.
- c1.) Individual Lawsuit Action – Established by Plaintiff alleging Failure to Perform in the following actions Negligence, \$376,000.00 Individual (Judgement Compensatory, Injury, Pain & Suffering of Financial Losses)
- d.) Class Action Lawsuit – Against same mentioned: W.H. Corporation, as Defendants should be able to recover from \$15.4 Billion
- e.) Requesting: Default Judgment, Summary Judgment, Judgment on the pleadings.
- f.) U.S. § 1026.15 Right of Rescission:
- i.) N.Y. Penal Law § 260.32. Endangering the welfare of a vulnerable elderly person, or an the incompetent or physically disabled person in the first & second-degree
- g.) N.Y. Penal Law § 260.34. Endangering the welfare of a vulnerable elderly person or an the incompetent or physically disabled person in the first-degree
- h.) N.Y. Penal Law (§349-350-e) Uniform Deceptive Trade Practices Act Adopted: Consumer Protection From Deceptive Acts and Practices
- i.) N.Y. Penal Law Gen. Bus. §350 False Advertising Forbidden:
- j.) Statute of Frauds G.O.B. § 5-703: In New York, the statute of limitations regarding fraud cases is **currently held at six years**. This means that if a case regarding Fraud is not brought before the New York court or a complaint is not issued within six years, then the individual accused cannot be brought to trial, penalized, or indeed punished for any actions relating to this issue.
- k.) N.Y. Penal Law § 70 Rights where the partnership is dissolved for Fraud, or misrepresentation
- l.) New York Penal Law §165.15 (Theft of Services)
New York Penal Law §165.17 (Unlawful Use of a Credit, Debit, or Public Benefit Card)
New York Penal Law §155.30(4) Credit Card Grand Larceny & Theft
 - i. Representation was made of a material fact.
 - ii. Representation was untrue.
 - iii. Defendant Party making the representation knew it was untrue.
 - iv. Representation was made with the intent to deceive and for the purpose of inducing the recipient to act upon it.
 - v. Recipient justifiably relied on the representation.

- vi. By relying on the untrue statement, the recipient suffered damages
- vii. A false representation was made, usually of many vital & key facts.
- viii. Party making the representation had knowledge or belief that the representation was false or made the representation with the requisite indifference to the truth.
- ix. Representation was made with the intent to induce the recipient to act or refrain from acting.
- x. Recipient acted or did not act in justifiable reliance on the representation.
- xi. Recipient suffered damages as a result
- xii. Breach of Contract by the Defendant Guilt
- xiii. Commercial Disparagement by Defendant and failing to assist or provide information to help in this matter when formal communication has been communicated
- xiv. Contract Formation was identified when the second initial Contract was manipulated by Defendant, its corporation & all of its entities.
- xv. Breach of formal Contract Action by a Corporation & Failing to Deliver its Sold Services to Consumers resulting in a Class Action Lawsuit
- xvi. Breach of Contract and not Completing its Paid Services as and leaving Consumers withheld and not being able to seek remedies
- xvii. Fraudulent Concealment: Fake, Deceptive & Illegal by Using aggressive Sales Tactics of Critical Information and False Advertisement Marketing Schemes amounting to stealing from Elderly Citizens – Across the globe
- xviii. Fraudulent Inducement
- xix. Fraudulent Untrue Misrepresentation to Consumers made by the Defendant
- xx. Promissory Fraud & promissory Estoppel
 - o **Fraud:** Wyndham Corp. and All of its Affiliates committed – Fraud is commonly understood as dishonesty calculated for advantage. It's called a dishonest person, especially in business, a fraud. In the U.S. Legal System, Fraud is a specific offense with certain features. Fraud is most common in buying or selling property, including real estate, personal property, and intangible property. State and federal statutes criminalize Fraud.
 - o **Breach of Contract:** Wyndham Corp. and All of its Affiliates – ultimately failed & fail to perform any terms of a contract without a legitimate legal excuse; is a breach of contract. This also includes any act which shows the party will not complete the work (“anticipatory breach”).
 - o **Tort Negligence:** The tort of negligence remains a central part of the product liability law. In order to recover under a theory of negligence, a plaintiff must prove five essential elements, including the following:
 - (1) The WH manufacturer owed a duty to the Plaintiff
 - (2) The WH, as the manufacturer breached a duty to the Plaintiff

(3) the breach of duty was the actual cause of Plaintiff's injury

(4) the breach of duty was also the proximate cause of the injury

(5) Plaintiff suffered actual damages as a result of the negligent act

In-depth Problem: Wyndham Corp. and it's All of its Affiliates as front companies have conspired in harmful, illegal products that are negligent that overextends the company's business rights to sales; because of unfair, scrupulous & illegal/deceitful, prohibitive, and fraudulent inducement of payments, no suitable product is actually being delivered to the consumer. W.H. Corp., is falsely advertising and selling bogus business retirement properties & today, it's never really paid out in any fair compensation form of what is paid or received that people will never be able to enjoy. The company is conducting white-collar crime by stealing and praying to unsuspected everyday citizens hoping to enjoy life. WH is pilfering & blindly fully marketing & conspiring to elude and perform interstate trade theft by accepting money for a product that is never guaranteed, as promising to deliver a set of services bought thousands of times over. US citizens see this as apparent negligence as illegal product services based on negligent services & illegal trade practices become illegal suitability of services and never allow for the consumer to get compensated for what consumers are promised & paid ownership never happens. Thus, causing a liability case, the law requires that a manufacturer exercise a standard of care. Wyndham promotes no care or responsible, ethical & management of services based on fully legal payments from everyday consumers who are hard-working income defined. That is reckless, irresponsible business and illegal trade practices for those experts in finance, money & business leaders w/ accounting level finances while misappropriating products while fraudulently manufacturing a marketed product. Plaintiff can prove that a manufacturer has failed to exercise the proper standard of care; Plaintiff & all class action. Plaintiffs should be able and entitled to recover all funds without issue since the aspect of causation is justified. The manufacturer's negligence is clear and present; the Plaintiffs would not have been injured and have been injured. Defendant should have foreseen the risks and uses of the product at the time of manufacturing; but opted to overcharge and steal money by promising delivery of a product they never technically owned to sell. Plaintiff can't own it because it's not their property effectively and can't use it accordingly.

- **Tortious Misrepresentation:**

- Misrepresentation is a tort, or a civil wrong, creating civil liability if it results in a monetary loss.

Wyndham Corp. has participated in misleading and very deceptive actions that claim in their products liability suit are justified & are based on false or misleading information conveyed by the manufacturer of a product to the Plaintiff. The Person who relies on the information transmitted by the seller Wyndham Corp. and is harmed by such reliance may recover for the misrepresentation. This basis for recovery does not depend on a defect in the product but rather on false communication, that occurred.

In-depth Problem: First, the Wyndham Corp., a person committed fraudulent misrepresentation, or deceit, in which the company knows that a statement is false and intends to mislead the Plaintiff by

making the statement. Second, the Wyndham Corp., committed negligent misrepresentation, where the Wyndham Corp., was negligent in ascertaining whether a statement was not valid. Third, so strict liability in instances where a manufacturer makes a public statement about the safety of a product was not observed; in fact, it harms the U.S. Public - Elderly community as a whole and is subject to a Class Action Lawsuit due to its illegal obtainment of monthly payments by robbing the elderly of money and never allowing them to have actual ownership. Notably, when the intake oversells their needs of the demand and fraudulent, fake & negligent misrepresentations occur, and forced payments are straddled. Yet, they can't have ownership usage at their choosing.

- **Violations of Warranty:** The Wyndham Corp., warranty is a type of guarantee that a seller gives regarding the quality of a product. Warranty may be expressed, meaning that the seller makes certain representations regarding the quality of a product. If the product's quality is shape or form a less than the representation it becomes misleading and fraudulent & deceitful as a dishonest business, the seller is fully liable for the harm, impacts & financial liabilities; as absolute obligations by being liable for the breach of express warranty. Company should act in ethical trust, & act in good faith & morally sound.
In-depth Problem: The Wyndham Corp. knew that for years negligence and Fraud occur when the use of everyday ordinary citizens is paying for a service that is not warranted to use, and no ownership is essentially guaranteed. W.H. business practices deprive them of due process of being able to decide when and where to spend their money since it never given them accurate or any forms of actual ownership utilization at a cost, they will never be able to own or use faithfully; at any time in which enlist the illegal warranty use and clear deceptive violations of Fraud. In fact, the cost of the properties is paid for on average 36 times over by unsuspected elderly poor aging citizens across America, and this is very detrimental to the economy and the livelihoods of putting citizens in the red from a negligent aspect of legal & ethical care as a business professional.

- **Uniform Commercial Code (U.C.C.)** provides the basis for warranties in the United States. The U.C.C. recognizes your express warranties and two types of implied warranties: the implied warranty of merchantability and the implied warranty of fitness for a particular purpose. An implied warranty of merchantability is a promise that a product sold is in good working order and will do what it is supposed to do. An implied warranty of fitness for a particular purpose is a promise that a seller's advice on how to use a product will be correct.

In-depth Problem: The Wyndham Corp. conspired and conducted & led the misuse management for years of property inflations & site values to consumers, which is a federal violation based on erroneous property sales, which has been adopted in part by every state the company operates.

Remedy: Timeshare Exit Is An Resolution, Plaintiffs both seek: Because of the following information & harm.

- Used high-pressure sales tactics to pressure you into buying
- Misrepresented what you would receive as part of the ownership
- Did not fully disclose the cost of maintenance fees and/or special assessment fees
- Did not thoroughly discuss financing terms
- Did not disclose your right of rescission
- Timeshare termination is an option for owners who have been the victim of any of the following noted above issues:

c1.) Individual Lawsuit Action – Established by Plaintiff alleging Failure to Perform in the following actions Negligence, seeking restitution & award of damages-based jury \$376,000.00 Individual (Judgement Compensatory, Injury, Pain & Suffering & consequential Monetary Financial Losses).

d.) Class Action Lawsuit – Against S.M. Corporation: Defendant \$15.4 Billion

e.) Requesting: Primary - Default Judgment & Summary Judgment on behalf of Plaintiffs
and or

- Judgment on the pleadings, in Federal Court is authorized by Rule 12 (c) of the Federal Rules of Civil Procedure. Rule 12 (c) states that, "a party may move for judgment on the pleadings" after the pleadings are closed "but early enough not to delay trial."